

**LEASE AGREEMENT
BETWEEN
CITY OF POMPANO BEACH
AND
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

THIS LEASE AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this _____ day of _____, 2021 (“Effective Date”), between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, with an address of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as “LESSOR,” and CELLCO PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), herein referred to as “TENANT.”

RECITALS:

WHEREAS, LESSOR is the owner of certain real property owned by Broward County located at the Broward County Streets and Highways Complex at 1600 N.W. 30th Avenue, Pompano Beach, Florida, Broward County, Florida, (hereinafter referred to as “the Premises”); and

WHEREAS, LESSOR owns a communications tower (hereinafter referred to as “Tower”) erected on the Premises, and TENANT desires to use designated space on the Premises and the transmission Tower, subject to the terms and conditions set forth below; and

WHEREAS, LESSOR and TENANT had entered into a prior Lease Agreement which has expired, and TENANT wishes to continue to lease the premises and expand its equipment at said location; and

NOW, THEREFORE, in consideration of the sum of Ten and XX/100 Dollars ((\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises:** LESSOR will lease to TENANT space on the Tower to the extent necessary to enable TENANT to erect, maintain and operate those antennas, radio equipment and transmission lines, as described and depicted on the attached **Exhibit “A,”** and incorporated herein by reference, to be utilized as a part of its communications network and for no other purposes. The TENANT agrees to not place more than twelve (12) antennas on the tower.

Location on Tower: The subject antennas shall be mounted at a centerline of approximately 121 feet upon the Tower. The exact location on the Tower shall be determined by LESSOR in conjunction with TENANT’s engineers so as to avoid interference with any of LESSOR’s cables, lines, antennas and/or any other property of LESSOR and others located on the

Tower and Premises, as may be applicable. Notwithstanding the foregoing, LESSOR acknowledges that TENANT is operating nine (9) antennas at a centerline of approximately 121 feet (the "Existing Equipment") as of the Effective Date. Said Existing Equipment was previously approved by LESSOR, and therefore no additional LESSOR approval is required. After the Effective Date, LESSOR neither warrants nor guarantees availability of space on Tower at the exact above-listed height levels and is solely reliant upon TENANT'S representations as to the current availability of such location for mounting of TENANT'S equipment at said specific locations.

LESSOR grants to TENANT permission to attach necessary transmission lines, cables, antennas, fixtures and other associated equipment to the Tower to make said antennas operational. TENANT will provide all mounting hardware necessary for installation of all equipment.

LESSOR also leases to TENANT an area of land containing approximately 128 square feet, for locating certain equipment described as wireless telecommunications equipment as depicted on the attached **Exhibit "B."**

Location on the Tower, transmission lines, cables, antennas, fixtures, associated equipment and the 128 square feet of ground space shall hereinafter be referred to as the "Leased Premises."

TENANT shall be responsible for providing electric service to its equipment for the operation of TENANT'S communications equipment. TENANT shall be solely liable for electricity expenses relating to its installation and equipment. TENANT'S electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter.

LESSOR shall provide TENANT twenty-four (24) hour, seven (7) days per week access for operation and maintenance purposes into the fenced enclosure of the Leased Premises, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a right-of-way extending from the nearest public right of way to the Leased Premises. LESSOR shall provide TENANT access to the Tower portion of the Leased Premises upon twenty-four (24) hours advance telephonic notice to LESSOR by TENANT, except in the case of an emergency. TENANT, in the case of an emergency, may access the Tower immediately and provide LESSOR with after-the-fact notice of such admittance. LESSOR shall cooperate with TENANT in its effort to obtain utility services along said right-of-way and will review and execute, to the extent permitted and as reasonable, such documents or easements as may be required by said utility companies. In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR in its reasonable discretion, hereby agrees to grant an additional right-of-way or any other type agreement in conjunction with the terms of this Agreement either to the TENANT or to the public utility at no cost to the TENANT.

2. LESSOR also hereby grants to TENANT the right to survey said Property, and said survey shall then become **Exhibit "C,"** which shall be attached hereto and made a part hereof, and

shall control in the event of discrepancies between it and **Exhibit "B."** Cost for such work shall be done by the TENANT.

3. Term and Rental Schedule: This Agreement shall become effective on the date of full execution hereof and shall be for a term of ten (10) years (the "Term") commencing on the first day of the month following the Effective Date (the "Commencement Date"). The parties agree to acknowledge the Commencement Date in writing. Consideration for the Term shall be provided by TENANT as follows:

A. Beginning on the Commencement Date, TENANT shall pay LESSOR an annual rental of Forty Five Thousand Six Hundred and No/100 Dollars (\$45,600.00) plus applicable sales tax, if any, to be paid in one lump sum payment (the "Rent"), in advance, to the City of Pompano Beach at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, Attn.: Treasury Division or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any Rent payment date. Notwithstanding the immediately preceding sentence, the parties hereto acknowledge and agree that the initial Rent payment shall be made within forty-five days of the Commencement Date. All future payments by TENANT shall be made to LESSOR in a timely manner and TENANT's check must reach LESSOR no later than thirty (30) days after each anniversary of the Commencement Date. If TENANT neglects to make any payment within thirty (30) business days after the day on which a payment is due and owing, TENANT shall pay to LESSOR an additional late charge of One Hundred and No/100 Dollars (\$100.00) per day for each day's delay in payment retroactive to annual payment due date. LESSOR shall promptly notify TENANT of any late payment then due LESSOR and the applicable late charge shall be paid to LESSOR with the Rent. LESSOR's right to assess the above penalty shall be in addition to its right to terminate this Agreement upon TENANT's uncured default as set forth herein, or any other legal remedies available to LESSOR.

B. The parties may enter into a new agreement upon expiration of this Agreement, and TENANT shall notify LESSOR in writing of its intention to enter into a new Agreement at least six (6) months prior to the expiration of this Agreement.

C. The Rent will be increased annually in an amount equal to the change in the annual increase in the Consumer Price Index- All Urban Consumers (using 1982-84 average as equal to 100), United States average on all items and commodity groups issued by the Bureau of Labor Statistics of the United States Department of Labor, hereinafter referred as the "Index". The annual index for the year 2019 shall be taken as the Basic Standard. The annual index for 2020 is 258.811 and that figure is, therefore, the Basic Standard as the term is hereinafter used. The first adjustment shall be made at the end of the first (1st) year of the Agreement. Thereafter, for the remainder of the term of this Agreement, adjustments shall be made every year. The Rent for each ensuing year period shall be arrived at by multiplying the stated annual Rent by a fraction, the numerator of which shall be the new Index figure and the denominator of which shall be the Basic Standard. In this regard, when at the end of said periods, the Department of Labor Consumer Price Index is determined by the LESSOR to be higher than the base period set forth herein, the Rent terms thereof will be increased by the percentage of increase of said Consumer Price Index as indicated above. In no event shall the Rent fall below the current stated annual Rent, which shall be the minimum rental payment to the LESSOR under any circumstances. The new Index figure

will be the annual Index figure of the year preceding that in which the adjustment is made. For example, in adjusting the Rent at the end of the first of the first year period, the new Index figure will be taken from the annual index of 2020. Notwithstanding anything to the contrary in this Agreement, in no event shall TENANT's Rent for any lease year exceed two percent (2%) of the Rent for the immediately preceding lease year.

In the event that the Index is no longer available during the term of this Agreement, the LESSOR shall select a replacement Index as required provided that any such replacement shall, in the best judgment of the LESSOR, be as nearly the same as the replaced Index.

LESSOR shall undertake the above-referenced Rent adjustment computation. Until such time as LESSOR makes such computation and provides TENANT with documentation of any Rent adjustment, TENANT shall pay LESSOR Rent in the identical annual amounts paid by TENANT in the preceding lease year. In the event the Rent adjustment provided by LESSOR requires an increase in the amount of annual Rent, then TENANT shall, within thirty (30) days following receipt of LESSOR's written notice, pay to LESSOR the amount of such increase.

4. Tower Studies: TENANT shall, at its expense, conduct all necessary Tower studies to determine feasibility of Tower loading due to TENANT's antennas. Should Tower modification be required, the cost of all such modifications shall be borne by TENANT. TENANT shall submit plans and specifications to LESSOR for written approval prior to commencement of any modification, such approval will not be unreasonably withheld, conditioned or delayed. LESSOR will conduct a Tower inspection upon completion of modification to ensure work compliance. Should Tower inspection identify nonconforming work and upon notice to TENANT by LESSOR, TENANT shall, within thirty (30) days unless a greater period of time is granted in the reasonable discretion of LESSOR, correct such nonconforming work after which LESSOR will conduct another Tower inspection to approve the corrections. Cost of the aforementioned Tower inspections and work corrections shall be at the sole cost and expense of TENANT and shall be conducted pursuant to the terms and conditions set forth in Paragraph 6 of this Agreement. If for any reason the Tower does not have sufficient height or loading capacity for TENANT's antennas, now or in the future, TENANT may, at its expense and subject to LESSOR's sole prior approval, modify additional height to the Tower subject to governmental approvals.

A. The TENANT shall also ensure that the additional loading created by the TENANT's tower mounted equipment shall not prevent the LESSOR from expanding its own communications capabilities as determined and selected by the LESSOR at LESSOR's sole discretion. Should Tower modifications be required for the Tower to accept LESSOR's desired future equipment, TENANT shall make the necessary TOWER structural improvements to maintain the current wind load rating certification at the TENANT's expense. The requirements of this paragraph shall be null and void should an additional non-City communications provider be approved for co-location on the TOWER subsequent to the TENANT locating its equipment on the TOWER.

5. Approvals: TENANT is responsible for obtaining all necessary federal, state and local governmental approvals. TENANT shall apply, obtain and follow through with any required permit and/or inspection as deemed necessary by the Pompano Beach Building Department.

TENANT shall observe and comply with all applicable laws, statutes, ordinances, rules and regulations of the United States Government, the State of Florida, the County of Broward, the City of Pompano Beach and any department or agency of the above. TENANT shall use the Leased Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. TENANT may, at its discretion, modify its antennas or building(s) subject to the notice provisions contained herein. All improvements shall be at TENANT's expense. LESSOR grants TENANT the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of the communications facility provided that the use of said area will not impede use of the land by the LESSOR or Broward County. TENANT will maintain the Leased Premises in a reasonable condition. It is understood and agreed that TENANT's ability to use the Leased Premises is contingent upon its obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by TENANT. LESSOR agrees to sign such papers as are customarily and reasonably required to file such applications as may be required for the use intended by TENANT. In the event that any of such applications should be finally rejected or any certificate, permit, LEASE or approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, TENANT shall have the right to terminate this Agreement, with 30 days advanced written notice. Notice of TENANT's exercise of its right to terminate shall be given to LESSOR in accordance with Section 19, below. Rent shall be paid through said termination date and such Rent shall be retained by the LESSOR. Any prepaid Rent shall be returned to TENANT within thirty (30) days of the termination date. Upon such termination, except for Paragraph 13, "Indemnification and Insurance", which shall survive the termination of this Agreement, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

6. Approval of Contractor's and Installation Plans: TENANT, without liability of any kind to LESSOR, may commence work only after LESSOR has approved all plans and specifications in writing. LESSOR's approval shall not be unreasonably withheld, conditioned or delayed. TENANT agrees to comply with all of LESSOR's requirements, including notifying LESSOR at least one (1) week prior to the commencement of any installation or equipment delivery of its antennas or equipment. LESSOR shall have the option to approve TENANT's contractor prior to any installation and/or maintenance that will require access to the Tower and any installation of the equipment shelter, such approval not to be unreasonably withheld, conditioned or delayed. All necessary electrical and/or grounding work shall be performed by an electrical contractor specifically approved by LESSOR. Prior to the commencement of any work, TENANT shall furnish to LESSOR a written waiver of the right to file construction liens signed by every person, firm or corporation who will furnish material, supplies or labor in such construction, installation, remodeling, removal and/or additions and will also furnish certificate(s) evidencing adequate coverage under the Workmen's Compensation Act of the State of Florida and adequate general liability insurance in limits satisfactory to the LESSOR, which limits the LESSOR shall apply in a reasonable manner. TENANT agrees to promptly discharge, transfer or

bond any lien that may be filed against the Premises which results from its use of the Leased Premises, within twenty-five (25) days from notice of the filing thereof.

7. Standard for Performance: TENANT, at its sole cost and expense, shall cause the approved work to be performed and completed in a good, substantial and workmanlike manner, free from faults and defects, and in compliance with all legal requirements. TENANT shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating all activities related to the work. Except as provided in Paragraph 4 of this Agreement, LESSOR shall have no duty or obligation to inspect the work, but shall have the absolute right to do so.

8. Completion of Work: Whenever TENANT is required to perform any approved work upon the Leased Premises, TENANT shall promptly commence the work and, once commenced, diligently and continually pursue the work and direct the work utilizing TENANT's best efforts and reasonable care, and TENANT shall assign such qualified personnel to the work as may be necessary to cause the work to be completed in an expeditious fashion.

9. Payment of Costs and Expenses: TENANT shall provide and pay for all labor, materials, goods and supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the work. TENANT shall promptly pay when due all costs and expenses incurred in connection with the work. TENANT shall pay all sales, consumer, use and similar taxes required by law in connection with the work, and shall secure and pay for all permits, fees and licenses necessary for the performance of the work.

10. LESSOR's Repairs: LESSOR will make, at its expense, all necessary repairs and replacements, as well as alterations required by any governmental authority having jurisdiction in and to the Tower and Leased Premises, unless the required repairs, replacements or alterations are solely required for the TENANT's communication equipment located on the Tower and if so, the TENANT shall make, at its expense, all necessary repairs, replacements, and alterations as required. The TENANT will also be required to make Tower improvements or alterations to allow the LESSOR the ability to expand the LESSOR's own communications system per Paragraph 4(A) of the Agreement. Provided, however, if the Tower is destroyed or damaged to such an extent that in LESSOR's sole judgment repair would be an imprudent business decision, LESSOR may elect not to repair or rebuild the Tower and, in such event, may terminate this Lease, with 6 months advanced written notice, and reimburse TENANT the pro-rata share of the Rent that has been paid in advance of any unexpired term hereunder.

11. TENANT's Repairs: TENANT shall maintain in a good state of repair and in good operating condition its antennas, equipment shelter and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. Notwithstanding anything to the contrary, TENANT may upgrade its installation without the consent of the LESSOR. For the purpose of this paragraph, "Upgrade" means improvements or enhancements to the installation that do not affect the structural integrity for wind loading of the tower; do not increase the total amount of leased space on the ground or on the tower, which are authorized for use under this agreement as set forth in Exhibit B; and, do not have a negative impact on the

aesthetics. TENANT shall be responsible for obtaining any required permits to make changes in equipment, if required by the Building Code or any other applicable regulation.

12. Interference: LESSOR and TENANT shall at all times exercise the greatest care and judgment to prevent interference or damage to the others' communications services. TENANT acknowledges and agrees that the continuity of LESSOR's service is of paramount importance. TENANT will cause its engineers to verify by frequency search that its signal will not interfere with radiating or receiving facilities of LESSOR as of the date of execution of this Agreement and shall provide written documentation to LESSOR reflecting same. In the event interference is encountered by either party, both LESSOR and TENANT agree to exercise their best efforts to promptly and diligently resolve such problems after notice of any such interference. In the event that such efforts are unsuccessful, TENANT shall notify LESSOR in writing and LESSOR may, at its option:

A. Attempt to resolve said interference problems at a cost approved and reimbursed by TENANT; or

B. Immediately terminate this Agreement without further obligation to TENANT. In the event TENANT is unsuccessful in its efforts to resolve such interference after a reasonable period (not more than 30 days), TENANT may terminate this Agreement, with 30 days advanced written notice, without further liability to LESSOR. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission and/or interference of LESSOR's use, transmittal or communications.

C. LESSOR and TENANT agree that future tenants will also be bound by the interference provisions contained herein and that such future tenants will be required to perform interference studies to insure no interference with the operations of both LESSOR and current TENANT. Interference created by new tenants will be resolved at the expense of the new tenant and the LESSOR reserves the right to immediately terminate any agreement with a tenant who interferes with the operations of LESSOR or current TENANT.

13. Indemnification and Insurance:

A. TENANT shall indemnify, defend, and hold harmless, LESSOR, its officials, employees and agents, against any claims of liability or loss from personal injury, death or property damage to the extent resulting from or arising out of the use and occupancy of the Leased Premises by the TENANT, its servants or agents, excepting, however, such claims or damages to the extent due to or caused by the acts of the LESSOR, or its employees, contractors, servants or agents. LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy which shall meet or exceed LESSOR's insurance coverage requirements as described on the attached **Exhibit "D,"** and incorporated herein by reference. Any such insurance coverage must be approved by LESSOR'S Risk Manager.

B. LESSOR shall not be liable to TENANT for any loss, theft, disappearance, damage, or destruction of any personal property stored or placed by TENANT in or on the Tower or surrounding property.

14. Hazardous Materials: LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of any Hazardous Material (as defined below) on, under, about or within LESSOR's Premises in violation of any law or regulation. LESSOR and TENANT each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within LESSOR's Premises in violation of any applicable law or regulation. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including, petroleum and asbestos).

15. Termination: TENANT, upon expiration or termination of this Agreement, at its own costs and expense, shall completely remove or have removed, all structures, including antennas and associated mounting brackets and transmission equipment and concrete foundations, fences and other associated structures and restore the Leased Premises to its original condition, except for ordinary wear and tear, to the reasonable satisfaction of LESSOR. If such time for removal causes TENANT to remain on the Leased Premises after termination of this Agreement, TENANT shall pay Rent based on the existing monthly prorata basis of the then-current Annual Rent, until such time as the removal of personal property and fixtures are completed.

16. Default: If TENANT defaults in fulfilling any of the covenants of this Agreement and such default shall continue for thirty (30) days after service by LESSOR of written notice upon TENANT specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such thirty (30) day period, if TENANT shall not in good faith commence the curing or remedying of such default within such thirty (30) day period and shall not thereafter diligently proceed therewith to completion, then in any one or more of such events this Agreement shall terminate and come to an end as fully and completely as if such date were the day herein definitely fixed for the end and expiration of this Agreement and TENANT shall then quit and surrender the Leased Premises to LESSOR as provided herein. If LESSOR defaults in fulfilling any of the covenants of this Agreement and such default shall continue for thirty (30) days after service by TENANT of written notice upon LESSOR specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such thirty (30) day period, if LESSOR shall not in good faith commence the curing or remedying of such default within such thirty (30) day period and shall not thereafter diligently proceed therewith to completion, then in any one or more of such events this Agreement shall terminate and come to an end as fully and completely as if such date were the day herein definitely fixed for the end and expiration of this Agreement. Additionally, in the event of a default by either party, the non-defaulting party will have the right to pursue any other remedies available at law or in equity.

17. Assignment, Sublease/Lease, Sale or Transfer: TENANT may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of LESSOR; consent will not be unreasonably withheld, conditioned or

delayed; provided, however, that TENANT may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 18 below. LESSOR may assign this Agreement upon written notice to TENANT, subject to the assignee assuming all of LESSOR's obligations herein, including but not limited to, those set forth in Paragraph 18 below. Notwithstanding anything to the contrary contained in this Agreement, TENANT may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom TENANT (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

18. Waiver of LESSOR's Lien:

A. LESSOR waives any lien rights it may have concerning the TENANT Facilities which are deemed TENANT's personal property and not fixtures, and TENANT has the right to remove the same at any time without LESSOR's consent.

B. LESSOR acknowledges that TENANT has or may have entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the TENANT's facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, LESSOR (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

19. Notice: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail, return receipt requested, or by a nationally recognized courier service that provides proof of delivery, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice:

LESSOR: City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060
Attention: Information Technologies

TENANT: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

20. Subordination: At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Leased Premises

or right-of-way, provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also TENANT's right to remain in occupancy of and have access to the Leased Premises as long as TENANT is not in default of this Agreement. TENANT shall execute in a timely manner whatever instruments as may reasonably be required to evidence this subordination clause. In the event the Leased Premises is encumbered by a mortgage, the LESSOR, no later than thirty (30) days after this Agreement commences, shall have obtained and furnished to TENANT a non-disturbance instrument in recordable form for each such mortgage. In the event LESSOR fails to provide TENANT with such instrument within such time period, LESSOR agrees that TENANT may, at TENANT's option, withhold and accrue the monthly Rent until such time as the requested instrument is received by TENANT.

21. Binding Agreement: This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns (when allowed to be assigned) of the parties thereto.

22. Condemnation: If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased, is condemned by any legally constituted authority other than LESSOR, for any public use or purpose, or sold under threat thereof, then in either of said events the Term or Renewal Term hereby granted shall cease from the time when possession of the Leased Premises, inclusive of the Tower, is taken by public authorities, and any prepaid Rent shall be returned to TENANT within thirty (30) days of such possession. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder, so long as the Leased Premises may be utilized for its intended purpose as a telecommunications facility. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's antennas and equipment, if taken.

23. Agreement Recordable: LESSOR and TENANT agree that a Memorandum of Agreement in the form annexed hereto as **Exhibit "E"** will be forwarded for recording or filing in the appropriate office of the County of Broward, and LESSOR and TENANT agree to take such actions as may be necessary to permit such recording or filing. TENANT, at TENANT's option and expense, may obtain title insurance on the space leased herein. LESSOR, shall cooperate with TENANT's efforts to obtain such title insurance policy by executing documents or, at LESSOR's expense, obtaining requested documentation as required by the title insurance company. If title is found to be defective and LESSOR has failed to cure the defects within a reasonable period, TENANT may cancel this Agreement or cure the title defect at LESSOR's expense utilizing the withheld payments.

24. Miscellaneous:

A. LESSOR covenants that TENANT, upon timely payment of Rent and performing the covenants contained herein, shall peaceably and quietly have, hold and enjoy the Leased Premises.

B. LESSOR covenants that LESSOR has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Leased Premises.

C. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

D. This Agreement shall be executed in four (4) counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same Agreement.

25. Governing Laws & Venue: This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and applicable Federal Law. Venue for any litigation commencing from this Agreement shall be in courts of competent jurisdiction in and for Broward County, Florida and in the Southern District of Florida.

26. Final Agreement: This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated into this Agreement, shall be binding on any of the parties. The date of this Agreement shall be the day upon which it becomes fully executed by all parties.

27. Cancellation : The TENANT will have the right to terminate this Agreement, for any reason, by giving (6) months advanced written notice to the LESSOR. Notwithstanding anything to the contrary, if TENANT terminates this Agreement per Paragraphs 5 or 12B, it shall only be required to give a 30-day advanced written notice. At the time of termination of this Agreement the LESSOR will refund any unused portions, of any Rent payment made, if any. Any monies owed by the TENANT to the LESSOR will be governed by paragraph 15 of this Agreement.

28. Public Records: LESSOR is a municipal corporation of the State of Florida and is subject to the requirements of Chapter 119, Florida Statutes, Florida's Public Records Law. This Agreement and any documents related thereto are subject to disclosure by both parties as public records, and Tenant agrees to comply with any legal requirements regarding same.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth above.

“TENANT”:

Witnesses:

DocuSigned by:
Joseph Guyer
1A0FF1FEF11B48B...
DocuSigned by:
Charika Johnson
6B1AC63226A044A...

Cellco Partnership
d/b/a Verizon Wireless
DocuSigned by:
By: *Kevin Powell*
CA7DF268CB094D9...

Name: Kevin Powell
Title: Director, Network Field Engineering

Florida
STATE OF _____
COUNTY OF Broward County

(SEAL)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of December, 2021, by Kevin Powell as Director, Network Field Engineering of Cellco Partnership d/b/a Verizon Wireless on behalf of the company. He/she is personally known to me or has produced _____

_____ (type of identification) as identification.

NOTARY’S SEAL:

MARK D BAESCH
Notary Public-State of Florida
Commission # GG944320
Commission Expires 4/27/2024

DocuSigned by:
Mark Baesch
474A2FE44F36400...
NOTARY PUBLIC, STATE OF Florida

Mark Baesch

(Name of Acknowledger Typed, Printed or Stamped)
GG944320

Commission Number

“LESSOR”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved as To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2021, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

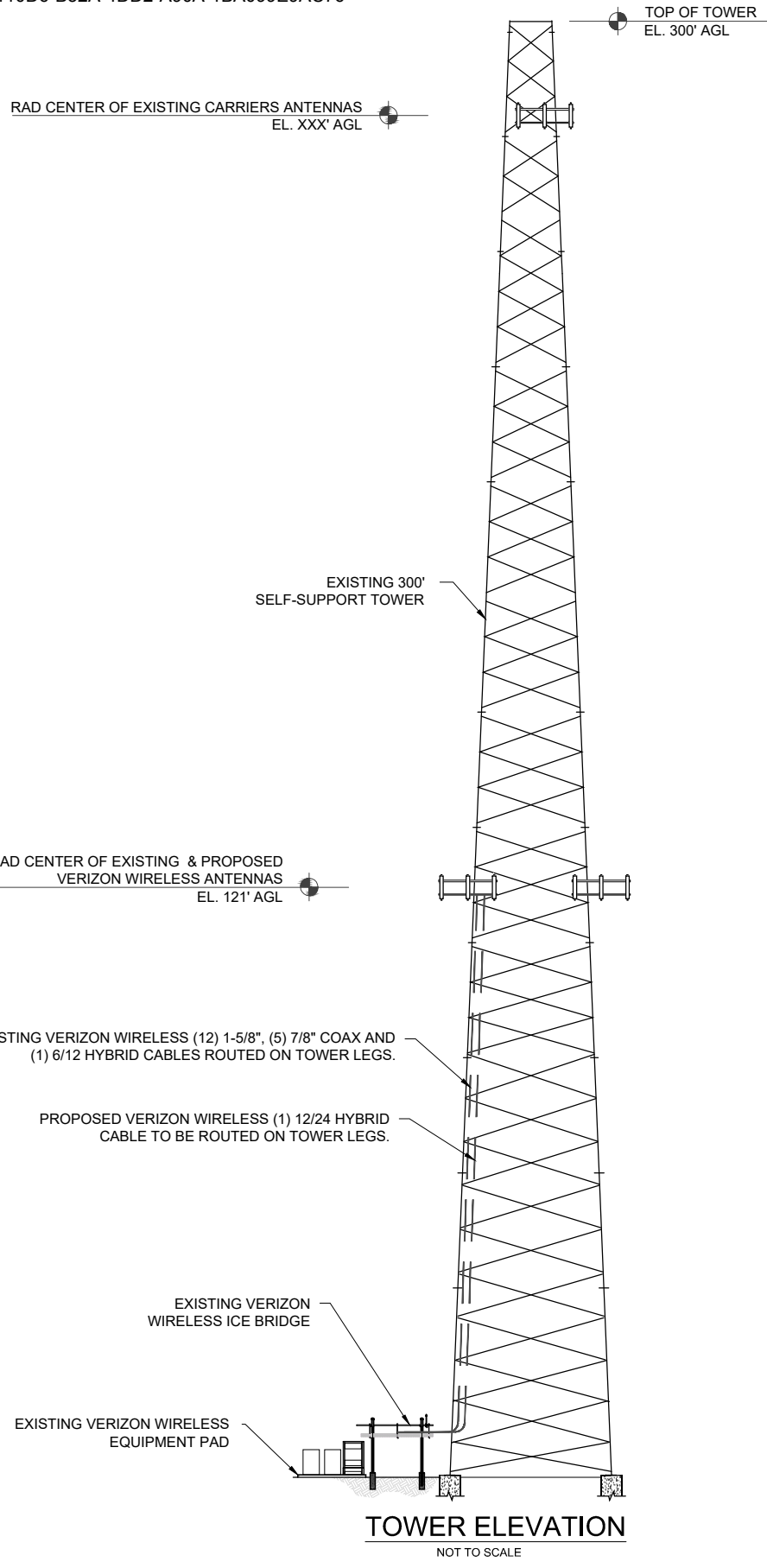
EXHIBIT A

DESCRIPTION OF EQUIPMENT TO BE LOCATED ON LEASED PREMISES

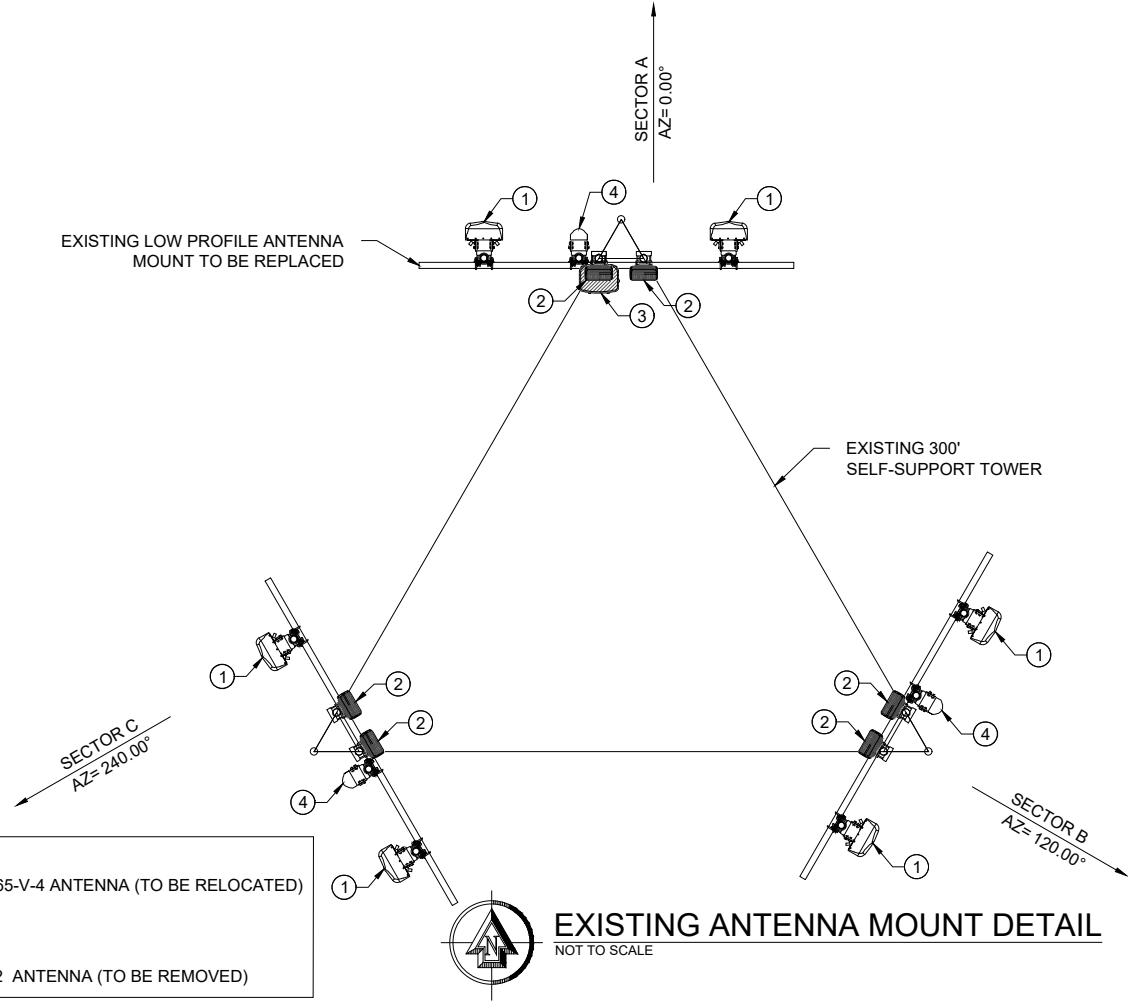
to the Lease Agreement dated _____, _____, by and between City of Pompano Beach, a municipal corporation of the State of Florida, as LESSOR, and Cellco Partnership d/b/a Verizon Wireless as TENANT.

The wireless communications equipment to be located on the leased premises and radio tower is described and/or depicted on the following page.

FAA NOTE:
FAA APPROVED OVERALL
HEIGHT = 315' AGL

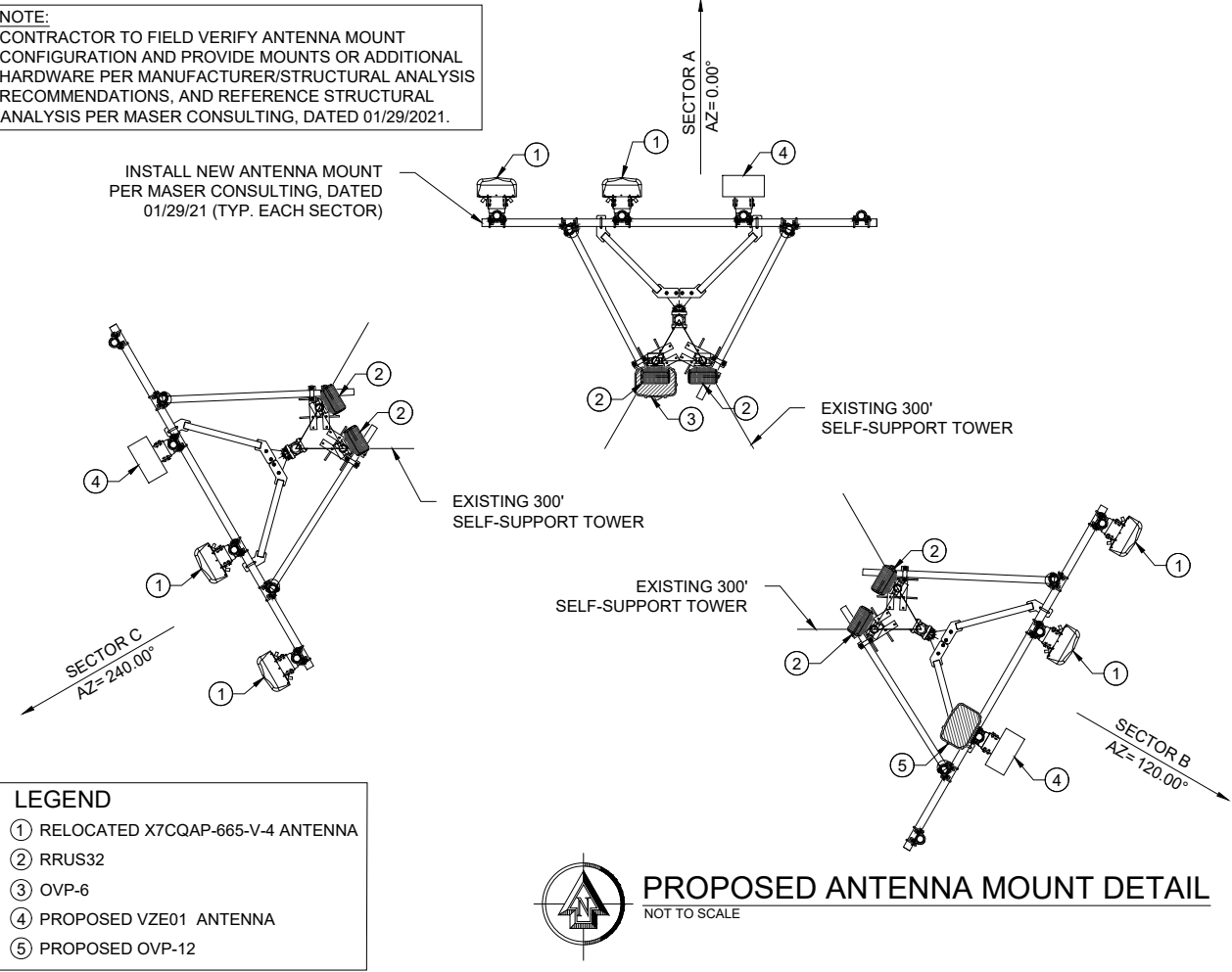


- NOTES:**
1. CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE IF REQUIRED TO SUPPORT PROPOSED EQUIPMENT.
 2. ALL EQUIPMENT AND MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER FLORIDA BUILDING CODE (7TH EDITION, 2020) AND ANSI/TIA-222-H STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS; ULTIMATE WIND SPEED 170 MPH, 3 SECOND GUST.
 3. AZIMUTH INFO TAKEN FROM VERIZON WIRELESS RF SITE DESIGN DATA. TOWER AND ANTENNAS HEIGHTS TAKEN FROM RECENT TOWER SURVEY DATA.
 4. REFERENCE STRUCTURAL ANALYSIS REPORT BY BENNETT & PLESS, DATED 08/18/2021.



- LEGEND**
- ① X7CQAP-665-V-4 ANTENNA (TO BE RELOCATED)
 - ② RRUS32
 - ③ OVP-6
 - ④ AXP19-60-2 ANTENNA (TO BE REMOVED)

NOTE:
CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE PER MANUFACTURER/STRUCTURAL ANALYSIS RECOMMENDATIONS, AND REFERENCE STRUCTURAL ANALYSIS PER MASER CONSULTING, DATED 01/29/2021.



- LEGEND**
- ① RELOCATED X7CQAP-665-V-4 ANTENNA
 - ② RRUS32
 - ③ OVP-6
 - ④ PROPOSED VZE01 ANTENNA
 - ⑤ PROPOSED OVP-12

PREPARED BY

CBVR
TELECOM DESIGN GROUP

6505 N HIMES AVE
TAMPA, FLORIDA 33614
(770) 853-1233
FL CA # 31014

DISCLAIMER:
NO COPIES, REPRODUCTIONS, TRANSMISSIONS OR ELECTRONIC MANIPULATION OF ANY PORTION OF THESE DRAWINGS IN WHOLE OR IN PART ARE TO BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF CBVR TELECOM DESIGN GROUP. ALL DESIGNS INDICATED IN THESE DRAWINGS ARE PROPERTY OF CBVR TELECOM DESIGN GROUP. ALL COPYRIGHTS RESERVED (C) 2021. THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

PROFESSIONAL SEAL

**PRELIM
FOR
REVIEW**

PREPARED FOR

verizon

7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

118402
CITY OF POMPANO BEACH
TOWER
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069
CBVR PROJECT #: VZW.119.20

ISSUED DATES

A	PRELIM FOR REVIEW	08.16.21

SHEET NAME

**TOWER ELEVATION &
ANTENNA MOUNT DETAILS**

SHEET NUMBER

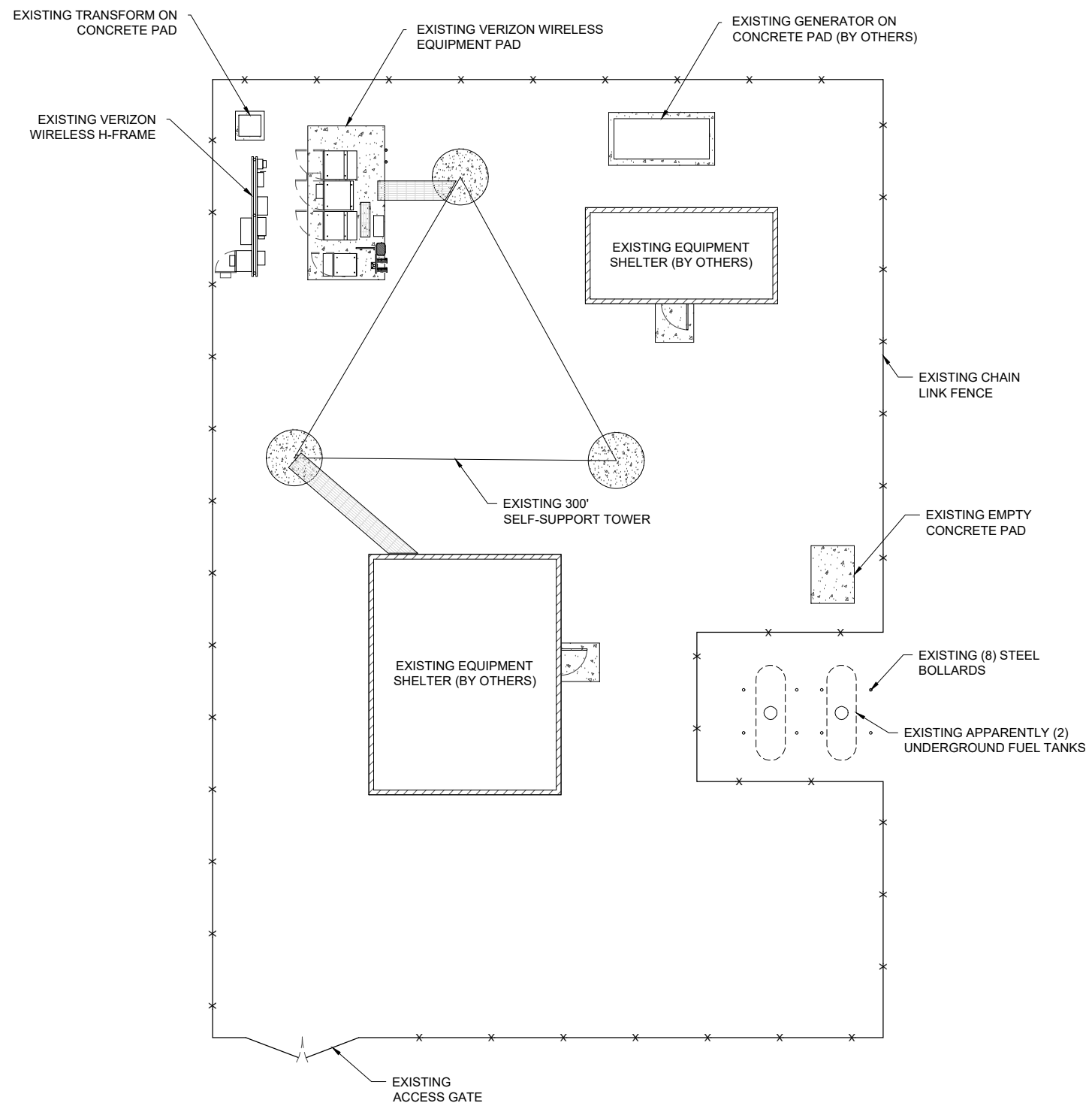
C-3

EXHIBIT B

DESCRIPTION OF LEASED PREMISES

to the Lease Agreement dated _____, _____, by and between City of Pompano Beach, a municipal corporation of the State of Florida, as LESSOR, and Cellco Partnership d/b/a Verizon Wireless as TENANT.

The Leased Premises are described and/or depicted as shown on the Site Plan drawing that appears on the following page.



NOTES:

- ALL DRAWINGS HAVE BEEN PREPARED WITHOUT THE AID OF A SURVEY OR A TITLE
- ALL DIMENSIONS, PROPERTY LINES, AND RIGHT OF WAYS ARE APPROXIMATE BASED UPON AVAILABLE ONLINE RESOURCES
- CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION
- ALL NEW WORK TO BE PERFORMED PER LATEST VERIZON WIRELESS STANDARDS & SPECIFICATIONS



COMPOUND PLAN
GRAPHIC SCALE
 0' 7.5' 15'
 (SCALE IN FEET)
 11x17 SCALE: 1"=15'

PREPARED BY

CBVR
 TELECOM DESIGN GROUP
 6505 N HIMES AVE
 TAMPA, FLORIDA 33614
 (770) 853-1233
 FL CA # 31014

DISCLAIMER:
 NO COPIES, REPRODUCTIONS, TRANSMISSIONS OR ELECTRONIC MANIPULATION OF ANY PORTION OF THESE DRAWINGS IN WHOLE OR IN PART ARE TO BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF CBVR TELECOM DESIGN GROUP. ALL DESIGNS INDICATED IN THESE DRAWINGS ARE PROPERTY OF CBVR TELECOM DESIGN GROUP. ALL COPYRIGHTS RESERVED (C) 2021. THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

PROFESSIONAL SEAL

**PRELIM
 FOR
 REVIEW**

PREPARED FOR

verizon
 7701 E TELECOM PKWY
 TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

118402
 CITY OF POMPANO BEACH
 TOWER
 1600 BLOUNT ROAD
 POMPANO BEACH, FL 33069
 CBVR PROJECT #: VZW.119.20

ISSUED DATES	
A	PRELIM FOR REVIEW 08.16.21

SHEET NAME

COMPOUND PLAN

SHEET NUMBER

C-1

EXHIBIT C
SITE SURVEY

(To be included only in the case it is required by the City)

EXHIBIT D

INSURANCE REQUIREMENTS: VERIZON WIRELESS

CONTRACTOR shall not commence services under the terms of this Agreement until certificates of insurance evidencing the coverage required herein have been received and reasonably approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and reasonable approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which include on a primary basis, the CITY as an additional insured as their interest may appear under this Agreement on the commercial general liability, automobile liability and pollution liability insurance. **Such policy or policies shall be issued by companies authorized to do business in the State of Florida. The policies shall be written on forms reasonably acceptable to the City's Risk Manager, meeting a minimum financial A.M. Best and Company rating of no less than Excellent or a VII or better, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Upon request, and at reasonable times, Verizon will make its policies available for review by the City at a local Verizon office, in the presence of a Verizon representative. Upon completion of the review no copies will be made, and all policies will be returned to Verizon's Corporate Risk Management Department in Basking Ridge, New Jersey.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR shall and shall require all subcontractors or other agents hereunder to obtain and maintain substantially the same insurance as required of CONTRACTOR, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employee in the course of their employment; and Employer's Liability with a limit of \$1,000,000 each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.

B. Liability Insurance.

(1) Including the City of Pompano Beach as an additional insured as City's interests may appear under this Agreement, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	\$10,000,000 Per Occurrence and \$11,000,000 General Aggregate
* Policy to be written on an occurrence basis (bodily injury and property damage)	
XX comprehensive form	bodily injury and property damage
XX premises - operations	
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	
XX contractual liability insurance	
___ broad form property damage	
XX personal and advertising injury	
___ CG2010	ongoing operations (or its' equivalent)
___ CG 2037	completed operations (or its' equivalent)
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: \$10,000,000 Combined Single Limit
(each accident - bodily injury and property damage)

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS / UMBRELLA LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

___	umbrella	bodily injury and property damage combined	\$3,000,000	\$3,000,000
-----	----------	--	-------------	-------------

PROFESSIONAL LIABILITY

Per Claim and Aggregate

XX	Telecommunications, Media and Technology Errors & Omissions Liability Including Network Security and Cyber Liability		\$2,000,000	
----	--	--	-------------	--

CRIME

Per Loss

___ Crime Liability

\$2,000,000

POLLUTION LIABILITY

Per Occurrence Aggregate

___	* Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
-----	---	--	-------------	-------------

CYBER LIABILITY

Per Occurrence Aggregate

___	* Policy to be written on a occurrence made basis		\$2,000,000	\$2,000,000
-----	---	--	-------------	-------------

___ Network Security / Privacy Liability

___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)

___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

C. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

D. Insurance Cancellation. Upon receipt of notice from its' insurer(s) CONTRACTOR shall provide the CITY with thirty (30) days written notice of cancellation of any required coverage.

E. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers and its employees for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

EXHIBIT E

FORM OF MEMORANDUM OF LEASE AGREEMENT

[See attached five (5) pages.]

Prepared By and Upon Recording, Return to:

**Bonnie Bolz Merkt, Esq.
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606**

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

Tenant Site ID: Pompano Beach Tower / 118402

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement ("Memorandum") is made this ____ day of _____, 20__, by and the City of Pompano Beach, a municipal corporation of the State of Florida, with an address of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "LESSOR," and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), herein referred to as "TENANT".

1. LESSOR is the owner of certain real property owned by Broward County located at the Broward County Streets and Highways Complex at 1600 N.W. 30th Avenue, Pompano Beach, Florida, Broward County, Florida (the entirety of LESSOR's property is referred to hereinafter as the "Property"). The Property is described on Exhibit A attached hereto and incorporated herein by reference.
2. LESSOR and TENANT have entered into a Lease Agreement (the "Agreement") on _____, 20__, for a term of 10 years, commencing on the first day of the month following the Effective Date of the Agreement. The lease term is subject to extension as per the terms and conditions of the Agreement.
3. Pursuant to the Agreement, LESSOR leases to TENANT certain space on LESSOR's transmission tower located upon the Property as well as a certain portion of the Property containing approximately 128 square feet (the "Premises").
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the

respective executors, administrators, heirs, successors and assigns of LESSOR and TENANT. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

[Signatures appear on the following two (2) pages.]

IN IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed on the date set forth above.

“TENANT”:

Witnesses:

Cellco Partnership
d/b/a Verizon Wireless

_____ By: _____

_____ _____
Typed or Printed Name

Title: _____

(SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2021, by _____ as _____ of Cellco Partnership d/b/a Verizon Wireless on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF _____

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“LESSOR”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved as To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2021, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A

Legal Description of the Property

The S-1/2 of the SE-1/4 of the NW-1/4 of the SW-1/4 and all that portion of the W-1/2 of the SW-1/4 of the SW-1/4, lying East of Florida's Turnpike, less the South 50.00 feet thereof, and the E-1/2 of the SE-1/4 of the SW-1/4, less the South 50.00 feet thereof, and the SW-1/4 of the SE-1/4 of the SW-1/4, less the South 50.00 feet thereof, and the E-1/2 of the SE-1/4 of the SW-1/4, less the South 50.00 feet thereof, and the W-1/2 of the SW-1/4 of the SE-1/4, less the South 50.00 feet thereof, all in Section 21, Township 48 South, Range 42 East. Together with the NE-1/4 of the NW-1/4, less the North 50.00 feet and the West 30.00 feet thereof, and the SE-1/4 of the NW-1/4, less the West 30.00 feet thereof, and the NE-1/4 of the SW-1/4, less the West 30.00 feet and the South 100.00 feet thereof, and the NW-1/4 of the SE-1/4, less the South 100.00 feet and the East 100.00 feet thereof, and also less and except that external area of a 150.00 feet radius, lying between the Tangents and lying in the SE corner of the said NW-1/4 of the SE-1/4; and the South 1/2 of the SW-1/4 of the NE-1/4, less the North 100.00 feet and the East 100.00 feet thereof; also less and except that external area of a 150.00 feet radius lying between the Tangents and lying in the NE corner of the said S-1/2 of the SW-1/4 of the NE-1/4; and the NW-1/4 of the SW-1/4 of the NE-1/4, less the East 50.00 feet thereof; and the W-1/2 of the NW-1/4 of the NE-1/4, less the North 50.00 feet and the East 50.00 feet thereof; all in the Section 28, Township 48 South, Range 42 East.

Prepared By and Upon Recording, Return to:

**Bonnie Bolz Merkt, Esq.
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606**

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

Tenant Site ID: Pompano Beach Tower / 118402

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement ("Memorandum") is made this _____ day of _____, 20__, by and the City of Pompano Beach, a municipal corporation of the State of Florida, with an address of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "LESSOR," and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), herein referred to as "TENANT".

1. LESSOR is the owner of certain real property owned by Broward County located at the Broward County Streets and Highways Complex at 1600 N.W. 30th Avenue, Pompano Beach, Florida, Broward County, Florida (the entirety of LESSOR's property is referred to hereinafter as the "Property"). The Property is described on Exhibit A attached hereto and incorporated herein by reference.
2. LESSOR and TENANT have entered into a Lease Agreement (the "Agreement") on _____, 20__, for a term of 10 years, commencing on the first day of the month following the Effective Date of the Agreement. The lease term is subject to extension as per the terms and conditions of the Agreement.
3. Pursuant to the Agreement, LESSOR leases to TENANT certain space on LESSOR's transmission tower located upon the Property as well as a certain portion of the Property containing approximately 128 square feet (the "Premises").
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the

respective executors, administrators, heirs, successors and assigns of LESSOR and TENANT. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

[Signatures appear on the following two (2) pages.]

IN IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed on the date set forth above.

“TENANT”:

Witnesses:

DocuSigned by:
Joseph Guyer
1A0FF1FEF11B48B...

DocuSigned by:
Charika Johnson
6B1AC63226A044A...

Cellco Partnership
d/h/a Verizon Wireless

By: Kevin Powell
CA7DF268CB094D9...

Kevin Powell

Typed or Printed Name

Title: Director network Engineering

(SEAL)

STATE OF Florida
COUNTY OF Broward County

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of December, 2021, by Kevin Powell as Director Network Engineering of Cellco Partnership d/b/a Verizon Wireless on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

MARK D BAESCH
Notary Public-State of Florida
Commission # GG944320
Commission Expires 4/27/2024

DocuSigned by:
Mark Baesch
474A2FE44F36400...
NOTARY PUBLIC, STATE OF _____

Mark Baesch

(Name of Acknowledger Typed, Printed or Stamped)
GG944320

Commission Number

“LESSOR”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved as To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2021, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A

Legal Description of the Property

The S-1/2 of the SE-1/4 of the NW-1/4 of the SW-1/4 and all that portion of the W-1/2 of the SW-1/4 of the SW-1/4, lying East of Florida's Turnpike, less the South 50.00 feet thereof, and the E-1/2 of the SE-1/4 of the SW-1/4, less the South 50.00 feet thereof, and the SW-1/4 of the SE-1/4 of the SW-1/4, less the South 50.00 feet thereof, and the E-1/2 of the SE-1/4 of the SW-1/4, less the South 50.00 feet thereof, and the W-1/2 of the SW-1/4 of the SE-1/4, less the South 50.00 feet thereof, all in Section 21, Township 48 South, Range 42 East. Together with the NE-1/4 of the NW-1/4, less the North 50.00 feet and the West 30.00 feet thereof, and the SE-1/4 of the NW-1/4, less the West 30.00 feet thereof, and the NE-1/4 of the SW-1/4, less the West 30.00 feet and the South 100.00 feet thereof, and the NW-1/4 of the SE-1/4, less the South 100.00 feet and the East 100.00 feet thereof, and also less and except that external area of a 150.00 feet radius, lying between the Tangents and lying in the SE corner of the said NW-1/4 of the SE-1/4; and the South 1/2 of the SW-1/4 of the NE-1/4, less the North 100.00 feet and the East 100.00 feet thereof; also less and except that external area of a 150.00 feet radius lying between the Tangents and lying in the NE corner of the said S-1/2 of the SW-1/4 of the NE-1/4; and the NW-1/4 of the SW-1/4 of the NE-1/4, less the East 50.00 feet thereof; and the W-1/2 of the NW-1/4 of the NE-1/4, less the North 50.00 feet and the East 50.00 feet thereof; all in the Section 28, Township 48 South, Range 42 East.

Certificate Of Completion

Envelope Id: DB5110D6B32A4DD2A90A1BA099E9AC76 Status: Completed
 Subject: Please DocuSign: Verizon-1485976-City of PompanoBeachTower.pdf, Verizon-1485976-City of Pompano...
 Source Envelope:
 Document Pages: 33 Signatures: 8 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Charika Johnson
 AutoNav: Enabled Charika.Huyler@VerizonWireless.com
 Enveloped Stamping: Enabled IP Address: 162.115.44.104
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original Holder: Charika Johnson Location: DocuSign
 11/30/2021 1:54:39 PM Charika.Huyler@VerizonWireless.com

Signer Events

Kevin Powell
 kevin.powell@verizonwireless.com
 Director network Engineering
 Security Level: Notarized Signing (Notary: Mark Baesch), Account Authentication (None)

Signature

DocuSigned by:

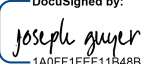
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 Signature Adoption: Pre-selected Style
 Using IP Address: 69.78.100.102

Timestamp

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 Resent: 12/6/2021 9:58:15 AM
 Viewed: 11/30/2021 2:07:57 PM
 Signed: 12/6/2021 12:04:07 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/30/2021 2:07:57 PM
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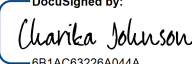
joseph guyer
 VZWSARE-1stWitness@VerizonWireless.com
 Eng II - RE/Regulatory
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 1A0FF1FEF11B48B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 137.188.108.201

Sent: 12/6/2021 12:19:59 PM
 Viewed: 12/6/2021 1:31:25 PM
 Signed: 12/6/2021 1:32:13 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/6/2021 1:31:25 PM
 ID: d4561bc8-2a6a-4cd1-973a-8e8d26a56b0f

Charika Johnson
 vzwshare-2ndwitness@verizonwireless.com
 Engr II Spec-RE/Regulatory
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 6B1AC83226A044A...
 Signature Adoption: Pre-selected Style
 Using IP Address: 162.115.44.104

Sent: 12/6/2021 1:32:15 PM
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Electronic Record and Signature Disclosure:
 Accepted: 12/6/2021 2:12:36 PM
 ID: 59e10bc8-e99b-40c6-bcd6-ac103ed49560

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Venetia Caito
venetia.caito@verizonwireless.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 11/30/2021 2:00:12 PM

Bonnie Merkt
bmerkt@ginsbergjacobs.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Sent: 11/30/2021 2:00:13 PM
Viewed: 12/6/2021 2:13:34 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Notary Name: Mark Baesch
Notary Email: Mark.Baesch2@VerizonWireless.com
Notary Address: 1701 NE 16th Avenue Fort Lauderdale 33305
Notary Signer: Kevin Powell
Notary Designated By: Charika Johnson
Security Level: Email, Account Authentication (None)

MARK D BAESCH
Notary Public-State of Florida
Commission # GG944320
Commission Expires 4/27/2024

DocuSigned by:
Mark Baesch
474A2FE44F36400...

Sent: 11/30/2021 2:00:13 PM
Resent: 12/6/2021 9:58:03 AM
Resent: 12/6/2021 9:58:15 AM
Viewed: 12/6/2021 12:04:59 PM
Signed: 12/6/2021 12:19:57 PM
Freeform Signing

Using IP Address: 168.149.138.79

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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/30/2021 2:00:12 PM
Certified Delivered	Security Checked	12/6/2021 2:12:36 PM
Signing Complete	Security Checked	12/6/2021 2:12:49 PM
Completed	Security Checked	12/6/2021 2:12:49 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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